

## USER'S TERMS AND CONDITIONS

Last Updated: Jan 30, 2017

## USER'S TERMS AND CONDITIONS

Last Updated: May 28, 2015

The terms and conditions stated herein (collectively, the "**Agreement**") constitute a legal agreement between you and Fasten Inc., a Delaware corporation, with its principal place of business at 745 Atlantic Avenue, Boston, MA 02111 (collectively referred to as "**Fasten**").

PLEASE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY BEFORE ACCESSING OR USING THE FASTEN APPLICATION AND/OR ANY SERVICES PROVIDED BY FASTEN.

BY ACCESSING OR USING THE FASTEN APPLICATION AND SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHICH ESTABLISHES A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND FASTEN. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE FASTEN SERVICES AND/OR THE FASTEN APPLICATION.

Fasten may immediately terminate this Agreement with respect to you, or generally cease offering or deny access to the Fasten Application and/or Fasten Services or any portion thereof, at any time for any or no reason whatsoever.

Fasten may amend and/or change the Terms and Conditions related to the Fasten Application and/or Services from time to time. Such changes will be effective immediately upon posting of such changed Terms and Conditions at [www.fasten.com/legal/riders-terms](http://www.fasten.com/legal/riders-terms) or in/through the Application and no other notice shall be required. Hereby, you expressly acknowledge and agree that it is your responsibility to regularly review this Agreement, and by continued use of the Fasten Application and/or Services after any changes are made, you consent to, and acknowledge that you have reviewed and understood such changes.

YOUR CONTINUED ACCESS OR USE OF THE FASTEN APPLICATION AND/OR THE FASTEN SERVICES AFTER SUCH POSTING CONSTITUTES YOUR CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS, AS AMENDED.

### **IMPORTANT:**

**FASTEN DOES NOT PROVIDE TRANSPORTATION SERVICES, AND FASTEN IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THIRD PARTY PROVIDERS (AS DEFINED BELOW) TO OFFER TRANSPORTATION SERVICES, WHICH MAY BE ORDERED AND/OR SCHEDULED THROUGH THE USE OF THE FASTEN SERVICES AND/OR FASTEN APPLICATION. FASTEN OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY TRANSPORTATION SERVICES, BUT DOES NOT (AND DOES NOT INTEND TO) PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER. YOU UNDERSTAND AND ACKNOWLEDGE THAT FASTEN HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES THROUGH THE USE OF THE SERVICES.**

**FASTEN DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD**

**PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. FASTEN WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. FASTEN SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.**

## **DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement, the following definitions apply:

**“Application”** means any software application, whether mobile, website-based, online-enabled, or otherwise, which is developed, owned, controlled, managed, maintained, hosted, licensed and/or designed by Fasten (or its Affiliated Companies) to run on personal computers, smartphones, tablet computers and/or other devices, through which the Services are made available.

**“Content”** means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

**“Third Party Provider”** means an independent third party driver, vehicle operator or logistics provider who provides transportation and/or other services.

**“Services”** means a online-enabled software platform that enables users of the Fasten Application or website provided as part of the Services to arrange, order, and/or schedule transportation services with independent third party transportation providers under agreement with Fasten (“Third Party Providers”). Collectively, associated Applications and Services shall be referred to as the **“Services”**.

**“User”** means a person who accesses or uses the Services.

**“User Content”** means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Services.

## **TERMS OF USE**

By using the Services, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Services.

Without limiting the foregoing, the Services and Application are not available to persons under the age of 18. By using the Services, you represent and warrant that you are at least 18 years old. By using the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

To be able to access and use the Services and the Application, you will be required to register with Fasten and create a user profile. The registration requires you to submit to Fasten your personal information, including your name, date of birth, address, mobile phone, and at least one payment method, including but not limited to a valid credit card, Apple Pay account, PayPal, Google Wallet

or any other method accepted by Fasten. You agree to maintain accurate and complete information in your user profile at all times, and timely update the same in the event of any changes. Your failure to maintain accurate and complete information in your user profile, including having an invalid or expired credit card information, may result in your inability to access and use the Services and/or the Application, as well as Fasten may terminate this Agreement with you. You are responsible for all activity that occurs under your user profile, and, as such, you agree to maintain the security and secrecy of your username and password at all times.

Your participation in using the Services and/or Application is for your sole, personal, and noncommercial use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Services you agree to comply with all applicable laws of your home jurisdiction (the country, state and city), in which you are present while using the Services.

You may only access the Services using authorized mobile online-enabled devices. It is your responsibility to check to ensure you download the correct Application for your device. Fasten is not liable if you do not have a compatible device and/or operating system, or if you have not downloaded an appropriate version of the Application onto your mobile device. Fasten reserves the right to terminate this Agreement should you be using the Services with an incompatible or unauthorized device.

You understand that Fasten does not provide any transportation services. Actual transportation services will be delivered by Third Party Providers.

By using the Services, You agree that:

1. You will only use the Services for lawful purposes.
2. You will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
3. You will not use the Services to cause nuisance, annoyance or inconvenience.
4. You will not impair the proper operation of the network.
5. You will not try to harm or hinder the Services in any way whatsoever.
6. You will not copy or distribute the Application or other content without written permission from Fasten.
7. You will only use the Services for your own use and will not resell it to a third party.
8. You will keep secure and confidential your account username and password or any identification we provide to you, which allows the access to the Services.
- 9.

You will provide us with whatever proof of identity we may reasonably request.

10. You will only use an access point or data account, which you are authorized to use.
11. You are aware that when using the Services via your mobile device, including Text Messaging (SMS), standard messaging and/or data charges will apply.

## **Fees.**

The following fees will be charged by Fasten for its Services and for services of Third Party Providers:

1. The Fare, including Safe Ride Fee, Toll Charges, and applicable taxes will be charged on a per-ride basis. Please refer to our website or your Application for the amount of recommended fares.
2. Toll Charges will apply in the event your ride or return trip requires the payment of any road, bridge, ferry, tunnel, parking, and airport toll charges, including inner-city congestion, environmental or similar charges.
3. To provide better safety to Users and Third Party Providers, we charge a flat rate Safe Driver Fee, which are applied toward the costs of drivers' background investigation services and liability insurance carried by Fasten for the benefit of Users and Third Party Providers.

## **Payment Terms.**

1. Any fees that Fasten may charge you for its Services or for services received from a Third Party Provider are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Services either planned, accidental or intentional, or for any reason whatsoever. Fasten reserves the right to determine final prevailing pricing. Please note the pricing information published on the website may not reflect the prevailing pricing.
2. You may have the opportunity to view estimated fee charges in real-time in the Application. These real-time fee quotes are estimations only provided for your convenience and may not reflect the actual fees charged upon completion of the services. Fasten makes no guaranties as to the accuracy of real-time fee quotes.
3. The payment will be facilitated by Fasten using the preferred payment method designated in

your user profile. If your primary payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Fasten may, as a Third Party Provider's limited payment collection agent, use a secondary payment method in your user profile, if available.

4. By using the "Hot Call" feature, you agree to pay a higher fee for a potentially faster response from a Third Party Provider. Fasten does not guarantee that the "Hot Call" feature will provide a shorter wait time or faster response, and you are required to pay the "Hot Call" fare regardless of the actual Third Party Provider's response time.
5. Fasten, at its sole discretion, may make promotional offers with different features and different rates to any of our customers and at any time. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. Fasten may change the fees for the Services and services of Third Party Providers, as it deems necessary for our business. We encourage you to check back at our website periodically for current charges for the Services and services of Third Party Providers.

### **Promotions.**

From time to time, Fasten may offer you special promotions related to the use of Fasten Services by you, your family members, or friends. Such promotions may be contingent, among other things, on the use, and may require certain actions, by you, your family members, or friends. Further, such promotions will be subject to limited availability and additional terms and conditions, which will be displayed to you at the time you receive such promotions, including but not limited to certain actions that may be required, expiration time, etc.

**FASTEN RESERVES THE RIGHT TO TERMINATE OR MODIFY, WITHOUT NOTICE, ANY PROMOTIONS AND THEIR RESPECTIVE TERMS AND CONDITIONS, AT ANY TIME FOR ANY REASON OR NO REASON WHATSOEVER. FASTEN DISCLAIMS ANY AND ALL LIABILITY RELATED TO YOUR USE OR INABILITY TO USE SUCH PROMOTIONS OR YOUR RELIANCE ON THE COMPLETENESS AND ACCURACY OF ANY INFORMATION RELATED TO SUCH PROMOTIONS, INCLUDING THE MERE EXISTENCE OR AVAILABILITY THEREOF.**

### **SMS Messaging.**

1. Fasten will use SMS service to send you notifications once you requested a pickup through the Application, as well as to recover your username and password, if requested. Standard messaging and data rates may apply.
2. You will only receive messages from Fasten if you make a pickup request or otherwise, as it may be necessary and related to your use of the Application and the Services. If you change your mobile phone number the Services may be deactivated and you will not be able to use the Services until you update your user profile and Fasten verifies your phone number via SMS. Fasten reserves the right to cancel the notification service at any time.

## LICENSE GRANT, RESTRICTIONS, INTELLECTUAL PROPERTY AND COPYRIGHT POLICY

### License Granted by User.

1. Subject to the license granted below, any User Content communicated, uploaded or posted to/through the Services belongs to the person who posted such content. You may use any User Content posted by you in any other way without restriction. You may only use Content posted by others in the ways permitted by this Agreement.
2. When you upload, communicate or submit User Content on or through the Services, you grant Fasten a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, fully sublicensable license to publish and use your User Content. This right will continue even after you stop using the Services. Besides the right to publish, you also grant Fasten, under said license, the following rights, without limitation:
  - the right to reproduce or copy or create derivative works;
  - the right to transfer, deliver, and sell the User Content, which includes the distribution via computer and networks;
  - the right to edit, modify, adapt, arrange, improve, correct, develop, translate, in all or in part;
  - the right to update/upgrade by adding or removing;
  - the right to use or post the User Content in any media. By posting the User Content, you waive any and all rights to be compensated by Fasten, its subsidiaries and/or affiliates for such User Content.
3. You agree that any feedback, suggestions, ideas, or other information or materials regarding Fasten or the Services that you provide, whether by email or otherwise, are non-confidential and shall become the sole property of Fasten. We will be entitled to any unrestricted use and dissemination of such feedback for any purpose, commercial or otherwise, without the acknowledgment or compensation to you. You waive any rights you may have to the feedback (including copyrights or any other rights).
4. The submission of your User Content on/through the Services is entirely voluntary, non-confidential, gratuitous, and non-committal. You acknowledge that you have read, understand, and agree to the terms enumerated below, and you further agree that these terms shall apply to any additional material previously or later submitted:

- The User Content represents your own original work. You have all necessary rights to submit the User Content. In doing so, you are not violating the rights of any third party and you know of no other individual or entity whose rights will be infringed upon by using the User Content.
- You understand that disclosure of User Content does not establish a confidential relationship or obligate Fasten to treat your User Content (or any related materials) as secret or confidential.
- You irrevocably release and forever discharge Fasten, its subsidiaries and affiliates (together, the “Released Parties”) from any and all liabilities, actions, causes of actions, claims, damages, and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall, or may have against the Released Parties or their respecting successors and assigns regarding the User Content, including without limitation regarding how Fasten, its affiliates and subsidiaries, directly or indirectly, use the User Content, with the sole exception regarding the foregoing release and discharge being your right to bring a claim for patent infringement.

### **Intellectual Property Ownership.**

Fasten alone (and its licensors, where applicable) shall own all rights, title and interest, including all related intellectual property rights, in and to the Application and the Services and any improvements, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application and/or the Services.

This Agreement is not a sale agreement and it does not convey to you any rights of ownership (or any other interest) in or related to the Application, the Services, or any intellectual property rights owned by Fasten, its licensors, subsidiaries and affiliates. Fasten name, logo, and any product/service names associated with the Application and the Services are trademarks of Fasten or third parties, whether registered or not, and no right or license is granted to you with respect to using the same.

### **Third Party Interactions.**

1. During the use of the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. Fasten, its licensors, subsidiaries and affiliates shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. Fasten does not endorse

any sites on the Internet that are linked through the Services, and in no event shall Fasten, its licensors, subsidiaries or affiliates be responsible for any content, products, services or other materials on or available from such sites or third party service providers. Fasten provides the Services to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and Fasten disclaims any and all responsibility or liability arising from such agreements between you and third party service providers.

2. Fasten may rely on third party advertising and marketing supplied through the Services and other mechanisms to promote or subsidize the Services. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. Fasten reserves the right to charge you a higher fee for the Services should you choose not to receive these advertising services. Fasten may compile and release information regarding you and your use of the Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through/on the Application and/or the Services.

### **Copyright Policy.**

Fasten respects copyright law and expects its users to do the same. It is our policy to terminate, in appropriate circumstances, Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

### **Indemnification.**

By entering into this Agreement and using the Application and the Services, you agree that you shall defend, indemnify and hold Fasten, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of transportation services arranged via the Services, or (c) your use or misuse of the Services.

### **DISCLAIMERS**



**FASTEN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. FASTEN DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**THE SERVICES AND THE APPLICATION ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY FASTEN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

**FASTEN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY, THROUGH, OR FROM THIRD PARTIES THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

#### **INTERNET DELAYS.**

**THE SERVICES AND APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATION. FASTEN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

#### **LIMITATION OF LIABILITY.**

**(A) IN NO EVENT SHALL FASTEN, ITS LICENSORS, SUBSIDIARIES, AND/OR AFFILIATES BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) EVEN IF FASTEN HAS BEEN ADVISED OF SUCH DAMAGES. FASTEN, ITS LICENSORS, SUBSIDIARIES, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY, WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON OR IS REFERRED BY THE SERVICES, EVEN IF FASTEN, ITS LICENSORS, SUBSIDIARIES, AND/OR AFFILIATES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH**

## **DAMAGES.**

**(B) FASTEN MAY INTRODUCE YOU TO THIRD PARTY PROVIDERS FOR THE PURPOSES OF PROVIDING TRANSPORTATION SERVICES. HOWEVER, WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTY PROVIDERS AND YOU HEREBY EXPRESSLY WAIVE AND RELEASE FASTEN FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICES, OR INABILITY TO THEREOF, OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDERS INTRODUCED TO YOU BY/THROUGH THE SERVICES. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE SERVICES (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU.**

**(C) THE QUALITY OF TRANSPORTATION SERVICES SCHEDULED THROUGH THE USE OF THE SERVICES IS ENTIRELY THE RESPONSIBILITY OF A THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND AND AGREE THAT BY USING THE APPLICATION AND THE SERVICES, YOU MAY BE EXPOSED TO TRANSPORTATION THAT IS POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND YOU ACKNOWLEDGE AND AGREE THAT YOU USE THE APPLICATION AND THE SERVICE AT YOUR OWN RISK.**

### **Notice.**

Fasten may give notice by means of a general notice on/through the Services, electronic mail to your email address stored in your user profile with Fasten. Such notice shall be deemed to have been given upon the expiration of 12 hours after sending.

You may give notice to Fasten, and such notice shall be deemed given upon receipt by Fasten, when sent by email to [info@fasten.com](mailto:info@fasten.com).

### **Assignment.**

This Agreement may not be assigned by you without the prior written approval of Fasten but may be assigned without your consent by Fasten to (i) a parent, subsidiary, or affiliate (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### **Export Control.**

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Application nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By downloading, installing, and using the Application, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **CAR DAMAGES, CANCELLATION FEE AND LATE ARRIVAL**

### **Repair or Cleaning Fee.**

In the event that you cause damages to a Third Party Provider vehicle, or if a Third Party Provider vehicle requires cleaning beyond reasonable "wear and tear" generally associated with the passenger transportation services ("Repair or Cleaning"), You may be liable for such Repair or

Cleaning. In the event that a Third Party Provider makes a claim to Fasten for damages or cleaning caused by you, we will, at our sole discretion, make a determination as to the liability for the Repair or Cleaning, and if we determine that you are responsible, we will charge your preferred payment method for such Repair or Cleaning. We will notify you of such charge via email to the email address stored in your user profile with Fasten and will grant you up to 3 business days to challenge any such charge. If you challenge the charge, we will work with you to resolve the matter. If you do not challenge any such Repair or Cleaning charge within 3 days, the charge to your account will be final and non-refundable.

### **Cancellation Fee.**

You agree that if you cancel the trip after your request is confirmed, you will be charged a cancellation fee. Notwithstanding the foregoing, there is no cancellation fee if such cancellation is made within the allowed cancellation time upon the confirmation of the request, provided, however, that if you request another trip within thirty (30) minutes of such cancellation and cancel the trip after it is confirmed, you will be charged a cancellation fee whether or not the cancellation occurs within the reasonable time. The amount of the applicable cancellation fee and the length of time that constitutes the allowed cancellation time are published on our website.

### **Passenger's Late Arrival.**

You understand and agree that once a Third Party Provider arrived at the pick up location and you are notified via the Services of the same, the Third Party Provider may start charging you for the trip if you do not board the Third Party Provider vehicle within the allowed boarding time after the notification. The length of time that constitutes the allowed boarding time are published on our website.

## **GENERAL**

### **Dispute Resolution.**

1. You and Fasten agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "**Disputes**") shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts. You and Fasten each
  - consent to the jurisdiction and venue of any federal or state court located within Suffolk County, Massachusetts, and
  - Waive any objection to jurisdiction or venue of, and waive any motion to transfer venue from, any of the aforesaid courts. You and Fasten waive all rights to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement.
2. If any provision of this Agreement is or becomes invalid, unenforceable, or non-binding such provision shall not invalidate the rest of the agreement, and the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid, unenforceable, or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid, unenforceable, or non-

binding provision, given the contents and the purpose of this Agreement.

3. The failure of Fasten to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Fasten in writing.
4. You acknowledge and agree that you and Fasten are each waiving the right to a trial by jury or to participate as a plaintiff or class User in any purported class action or representative proceeding.
5. Notwithstanding the modification-related provisions above, if Fasten changes this “Dispute Resolution” section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to [info@fasten.com](mailto:info@fasten.com)) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of Fasten’s email to you, if applicable, notifying you of such change. By rejecting such change, you are agreeing that you will resolve any Dispute between you and Fasten in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

#### **NO JOINT VENTURE, PARTNERSHIP, EMPLOYMENT, OR AGENCY RELATIONSHIP**

No joint venture, partnership, employment, or agency relationship exists between You, Fasten or any third party as a result of this Agreement or use of the Services.

#### **ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between You and Fasten and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

#### **CHOICE OF LAW**

These Terms are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without giving effect to any conflict of law principles.

#### **PRIVACY POLICY**

Collection and use of your personal information by Fasten in connection with the Services is as provided in Fasten’s Privacy Policy located at [www.fasten.com/legal/privacy-policy](http://www.fasten.com/legal/privacy-policy).